



CITY AND COUNTY OF SAN FRANCISCO
Port of San Francisco

Contract No. 2894
FISHERMAN'S WHARF FORWARD-TAYLOR STREET PUBLIC PLAZA

ADDENDUM No. 02
Issued: October 21, 2025

The following clarifications, changes, additions or deletions are incorporated into the Bid Documents as if a part of the original released Bid Documents. All other terms and conditions of the Bid Documents remain in full force and effect. Respondents to the Advertisement for Bids solicitation must acknowledge receipt of this addendum in their submittal by submitting a signed and completed copy of Section 00 43 20 (Acknowledgement of Receipt of Addenda).

CHANGES TO SPECIFICATIONS:

- 1) **Section 00 73 02** – Paragraph 1.3.A has been removed (QBD 02).

CHANGES TO DRAWINGS:

None

If the Bidder has any questions regarding this addendum, please contact Chris Horiuchi, Project Manager, at (415) 609-5840.

REMINDER: Bidders are required to acknowledge receipt of this addendum in Document 00 43 20.

Bids are due 11/05/25 at 1:00 P.M.

Signed by:



Matthew N. Bell

Acting Chief Harbor Engineer
Port of San Francisco
Pier 1, SF, CA 94111

SECTION 00 73 02

CONTRACT TIME AND LIQUIDATED DAMAGES

1.1 SUMMARY

- A. This Document specifies the limits of Contract Time and amounts of liquidated damages agreed to be assessed should the Work be incomplete after the limits of Contract Time.

1.2 CONTRACT TIME

- A. The Work shall be commenced within 5 calendar days from issuance of the Notice to Proceed by the CITY, prosecuted diligently thereafter, and brought to Substantial Completion within the time limit of **150 consecutive calendar** days beginning with and including the official date of the Notice to Proceed.
1. The date of the Notice to Proceed will be set on the Monday immediately following the certification of the Contract as required by the Controller's Office. If such Monday falls on a City Holiday, then the Notice to Proceed will be set on the following Tuesday after the certification of the Contract.
 2. The time allowed for achieving Substantial Completion as specified above shall include the time required for public notification, application and approval for all required permits, and submittals prior to start of construction work.
- B. Final Completion shall occur no later than **60 consecutive calendar days** after the date of Notice of Substantial Completion.

1.3 LIQUIDATED DAMAGES

- ~~A. The CITY and CONTRACTOR agree that the CITY will sustain actual damages from CONTRACTOR'S delayed performance of the Work but the amount and extent of such damages cannot be reasonably determined at this time or at execution of the Agreement for the Work. Therefore, the CITY and CONTRACTOR agree that the CONTRACTOR shall pay the CITY for each calendar day that transpires with the Work not Substantially Completed after the time limit for achieving Substantial Completion, specified in Paragraph 1.2A (above), liquidated damages (but not as a penalty) according to the following schedule:~~

~~Day 1 through 14: \$167/day~~
~~Day 15 through 28: \$200/day~~
~~Day 29 on: \$1,000/day~~

- A. The CITY and CONTRACTOR agree the CITY will sustain actual damages from CONTRACTOR's delayed performance of the Work but the amount and extent of such damages cannot be reasonably determined at this time or at execution of the Agreement for the Work. Therefore, the CITY and CONTRACTOR agree that liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the City and County of San Francisco the sum of **two thousand seven hundred** dollars

(\$2,700.00) for each calendar day that transpires with the Work not Substantially Completed after the time limit for achieving Substantial Completion specified in Paragraph 1.2A.

- B. In addition, CONTRACTOR agrees that as liquidated damages (but not as a penalty) for delayed performance of Work, CONTRACTOR shall pay the CITY the sum of **seven hundred** dollars (**\$ 700.00**) for each calendar day that transpires with the Project not Finally Completed after the time limit for achieving Final Completion specified in Paragraph 1.2B.
- C. Under the provisions of Section 6.25 of the San Francisco Administrative Code, liquidated damages in the amount of one hundred dollars (\$100.00) per day per each piece of off-road equipment and each off-road engine utilized to complete work on the project in violation of Environment Code Chapter 25.
- D. Contractor will be assessed liquidated damages in the amount of one thousand dollars (\$1,000.00) per calendar day for each day Contractor fails to comply with the requirements for accessibility and placement of barricades.

1.4 CONSTRUCTION SCHEDULE LIQUIDATED DAMAGES

- A. Failure to submit the required Construction Schedule shall result in the assessment of liquidated damages in the amount of two hundred dollars (\$200.00) per day which the Construction Schedule is delayed for each day beyond the period as specified in Section 01 32 16.

END OF SECTION